B 210A (Form 210A) (12/09)

#### IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

#### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

ILLIQUIDX LTD

Name of Transferee

MTS Incoming and Touristic Services S.L.

Name of Transferor

Name and Address where notices to transferee should be sent:

Court Claim # (if known): 62962 Total Amount of Claim Filed:

USD \$ 4,252,484.00 (equivalent to 3,000,000.00

Euros) plus all fees & interest Amount of Claim Transferred:

USD \$ 4,252,484.00 (equivalent to 3,000,000.00

Euros) plus all fees & interest ISIN/CUSIP: XS0277185152

Date Claim Filed: October 21, 2009

Celestino Amore Managing Director Illiquidx Ltd 107-111 Fleet Street London EC4A 2AB, UK Phone: +44 207 936 9309 Email: amore@illiquidx.com

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Transferee/Transferee's Agent

Date: December 20, 2010

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

Form 210B (12/09)

## IN THE UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re Lehman Brothers Holdings Inc.

Case No. 08-13555

## NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

Claim No. 62962 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on **December 17, 2010** 

Other than for Security in the clerk's office of this	· · · · · · · · · · · · · · · · · · ·
MTS Incoming and Touristic Services S.L. Name of Alleged Transferor	ILLIQUIDX LTD  Name of Transferee
Address of Alleged Transferor:	Address of Transferee:
c/Ter 21. 3a Planta 07009, Palma de Mallorca Spain Attn: Pedro Dominguez	Illiquidx Ltd 107-111 Fleet Street London EC4A 2AB United Kingdom
~~DEADLINE TO O The alleged transferor of the claim is hereby notifi within twenty-one (21) days of the mailing of this court, the transferee will be substituted as the origi	notice. If no objection is timely received by the
Date:	CLERK OF THE COURT

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

- For value received, the adequacy and sufficiency of which are hereby acknowledged. MTS Incoming and Touristic Services S.L. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to HliquidX Ltd (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the principal/notional amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number 62962 filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give risc to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including. without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto and (d) any and all proceeds of any of the foregoing (collectively. as described in clauses (a), (b), and (c), the "Transferred Claims").
- 2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) as of the date of this Agreement, the Purchased Securities have not been accelerated.
- 3. Seller hereby waives any objection to the transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.
- 5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.
- 7. This Agreement and Evidence of Transfer of Claim is subject to successful completion by the Purchaser on the date hereof of an on-sale by the Purchaser of the Transferred Claims and the Purchased Securities (the "Subsequent Sale") to be executed with a third party purchaser ("Subsequent Purchaser"). In the event that such Subsequent Purchase is not successfully completed on the date hereof (including receipt by the Purchaser from the Subsequent Purchaser of the full purchase price for such Subsequent Purchase for value on the date hereof), the Transferred Claims and the Purchased Securities shall be returned to the Seller and the purchase obligations of the Purchaser (including, without limitation, any obligation to pay purchase price) under this Agreement and Evidence of Transfer of Claim shall be cancelled accordingly.
- 8. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this  $17^{\text{th}}$  day of December 2010.

MTS Incoming and Touristic Services S.L.

By Name: Pedro Domingue Title: Financial Divector

c/Ter 21. 3a Planta 07009, Palma de Mallorca

Spain

Name: Felestino Amore
Title: Managing Director

Illiquidx Li

107-111 Fleet Street London EC4A 2AB UNITED KINGDOM

# Schedule 1

# Transferred Claims

# Purchased Claim

100% of EUR3,000,00.00 which is the equivalent of \$4,252,484 (the outstanding amount of ISIN/CUSIP XS0277185152 as described in the Proof of Claim as of 17th of December, 2010), plus all accrued interest, fees and other recoveries due.

# Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guaraptor	Principal/Notional Amount	Coupon	Maturity	U.S. S Amount claimed in Proof of Claim with respect to Lehman Programs Securities to which Transfer relates
ESSUE of EUR14,080,000 Variable Coupon Notes due December 2011 relating to a Fund and an Index unconditionally and irrevocably Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60.000,000. Medium-Term Noto Program	XS0277185152	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	100% of the ISIN/CUSIP XS0277185152 under the Proof of Claim, which is EUR3,000,00 00 (which is equivalent of USD \$4,252,484), plus all accrued interest, fees and recoveries due.	Variable coupon	S <sup>il</sup> of December 2011	EUR3,000,00.00 (which is equivalent of USD S4,252,484) (using an exchange rate of EUR/USD = 1.4175), plus all accrued interest, fees and recoveries due.

Schedule 1-1

United States Bankruptcy Court/Southern District of New York  LEHMAN SECURITIES PROGRAMS						
	OR Station, P.O. Box 5076					
New York, NY 101	50-5076	Charter II		F	Filed: USBC Lehman	Brothers Holdings Inc., Et Al.
In Re: Lehman Brothers H	foldings Inc., et al.,	Chapter 11 Case No. 08-13555 (J	MP)	-	Continue)	08-13555 (JMP) 0000062962
Debtors.	<b>3</b> . , .	(Jointly Administered	)			
Mata This fam	i may not be used t	o file claims other t	then those			
based on Lehmi	an Programs Secur	ities as listed on	and anose		P(1   1 #)Em:	
http://www.lehi	<u>nan</u> -docket <u>.co</u> m as	coffuly 17, 2009		THIS S	SPACE I	S FOR COURT USE ONLY
Name and address	of Creditor: (and name	and address where noti	ices should be	sent if different from		Classic kan as indicate that this
Creditor) MTS I	incoming and T	ouristic	Notices	to:		Check this box to indicate that this claim amends a previously filed claim.
	ces S.L.		Jude Go			Court Claim Number:
Į.	Dominguez 21. 3a plant	a		ham & Watkins rd Avenue	ր <b>ր</b> ե	(If known)
	Palma de Mal			k, NY 10022		Filedon
Spain	1			•		Filed on:
Telephone number						
rvame and address	where payment should	be sent (if different from	m above)	1		Check this box if you are aware that anyone else has filed a proof of claim
				•		relating to your claim. Attach copy of
				;		statement giving particulars.
Telephone number		mail Address:				
1. Provide the total	al amount of your claim	n based on Lehman Pro	grams Securit	ies. Your claim amoun	t must be	the amount owed under your Lehman aber 15, 2008 or acquired them thereafter,
and whether such o	laim matured or becan	ne fixed or liquidated be	efore or after !	Sentember 15, 2008. Th	he claim :	amount must be stated in United States
and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security,						
you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates.  Not less than \$4,252,484						
Amount of Claim: 5 (Required)						
Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.						
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to						
which this claim relates.						
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as						
appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more						
than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim						
relates.						
Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference						
number:						
CA58073 (Required)						
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which						
you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account						
numbers.						
Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: 13463						
(Required)						
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you  FOR COURT USE ONLY  FOR COURT USE ONLY  FOR COURT USE ONLY						
consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of						
reconciling claims		<u> </u>				NOV 0 2 2009
Date.	Signature: The perso	n filing this claim must	sign it. Sign a	and print name and title,	, if any,	100 0 2 2009
	of the creditor of other	r person authorized to fir	le this claim a	nd state address and tel-	ephone	EDIO DANIO
21-10-2009	number if different fro	on the notice address ab		r i	y, if	EPIQ BANKRUPTCY SOLUTIONS, LLC
Γ' 'Ι	HC NAME OF OTHER	LINGUPT PHI.	WHN SA	NCHES-		1 2 10110 0 25 150 13671
Penalty for presenting fraudilent claim: Fine of up to \$300,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571						

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#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The questions on the Proof of Claim form include instructions for completing each question. The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

#### Creditor

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured, reduced to judgment or not, liquidated or unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal or equitable

#### **Proof of Claim**

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must file the form with the Claims Agent at the following address:

Lehman Brothers Holdings Claims Processing c/o Epiq Bankruptcy Solutions, LLC FDR Station, PO Box 5076 New York, NY 10150-5076

#### **Lehman Programs Security**

Any security included on the list designated "Lehman Programs Securities" available on <a href="http://www.lehman-docket.com">http://www.lehman-docket.com</a> as of July 17, 2009.

#### INFORMATION

Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://www.lehman-docket.com) to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

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#### «ESCRITURA DE REVOCACIÓN Y CONCESIÓN DE PODER»

NUMERO TRESCIENTOS CUARENTA Y CINCO. -----

En PALMA DE MALLORCA, mi residencia, a once de Diciembre de dos mil siete.

Ante mi, JOSÉ LUIS GÓMEZ DÍEZ, Notario del flustre Cologio de Baleares.

#### COMPARECE ===

DON REMBERT EULING, de nacionalidad alemana, residente en España, mayor de edad, divorciado, vecino de Calvia, provincia de Isles Baleares, condomicilio en calle Rossegada, 25 y con Tarjeta de Residencia y N.I.E.: X14//982W, vigente.

#### === INTERVIENE ===

En representación y como ADMINISTRADOR UNICO de la entidad "MTS INCOMING AND TOURISTIC SERVICES, S.L.", con domicilio en Palma de Mallorca, Calle Ter, 21; constituida en escritura autorizada en Palma de Mallorca el día 16 de Octubre de 1.996, ante el Notario Don Victor Alonso Cuevillas Sayrol. Inscrita en el Registro Mercantil de esta provincia

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ATE OF EMPLOYEDS IN FRANCE OF THESE

Mallorca, y titular del D.N.I./N.I.F. número 25172379-Y, para que, actuando siempre mancomunadamente con DON JUAN SANCHEZ OLIVER, mayor de edad, vecino de Mallorca, domiciliado en la calle Dragonera nº 15-2°-c y titular del D.N.I. 43.066.735 R, o DOÑA CLAUDIA POSADA GRIESE, mayor de edad, vecina de Calvía, domiciliada en Cas Catalá, calle Barranco n° 5 y titular del D.N.I. 33.966.649 L pueda disponer de cualquier quenta que tenga abierta en la entidad poderdante en cualquier entidad bancaria sin limite de cantidad alguna. ------

Asimismo confiere poder a favor de DON PEDRO DOMINGUEZ ANGUIANO, mayor de edad, con domicilio en calle Islas Baleares 240, Palma de Mallorca, y titular del D.N.I./N.I.F. número 25172379-Y, y DON JUAN SANCHEZ OLIVER, mayor de edad, vecino de Palma de Mallorea, domiciliado en la calle Dragonera ກໍ 15-2°-c y titular del D.N.I. 43.066.735 R, para que cada uno de

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expediente o procedimiento, civiles, penales, administrativos, económico administrativo, gubernativos, laborales o de cualquier otra clase, iniciándolos , siguiéndolos o terminándolos por todos sus tramites, incidencias e instancias, con las mas amplias facultades que se requieran y que comprenden el poder general para pleitos y las especiales de celebrar actos de conciliación con avenencia o sin ella, presentar escritos y ratificarlos, documentos y pruebas, transigir y desistir procedimientos, allanarse, renunciar acciones, absolver posiciones, y en general, practicar cuanto permitan las respectivas leyes de procedimiento, por si o por medio de los letrados y procuradores que libremente estipule, otorgando al efecto los oportunos permisos. -----

Solicitar autorizaciones, licencias, concesiones, subvenciones y permisos, de toda clase, así como certificados de cualquier indole, llenando y cumpliendo cuantos requisitos y

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Notaria, que se conservarán en la misma con carácter confidencial, sin perjuicio de las remisiones de obligado cumplimiento. Su finalidad es realizar la formalización de la presente escritura, su facturación y seguimiento posterior y las funciones propias de la actividad notarial. La identidad y dirección del responsable de los ficheros, son las que constan en el sello que figura en el encabezamiento de la presente.

Doy to que el consentimiento ha sido libremente prestado y de que el otorgamiento se adecua a la legalidad y a la voluntad debidamente informada del de los otorgantes o intervinientes.

Por su elección les leo, lo encuentran conforme, prestan su consentimiento y la firman conmigo, el Notario, que en lo pertinente, de todo lo contenido en este instrumento público que redacto en cuatro folios de papel timbrado de uso exclusivamente notarial, el presente, y los tres anteriores correlativos en orden, de la misma

-Doc 13561 Filed 12/20/10 Entered 12/20/10 11:22:07 Main Document Pg 17 of 19 serie, yo el Notario, Doy fe. -----Está la dirma del compareciente. -----Signado. JOSÉ LUÍS GÓMEZ DIEZ. Rubricado y sellado. ---CONCUERD fielmente con su original que, bajo el número irdicado, obra en mi protocolo general gorriente instrumentos públicos. Y yo, el Notario autorizanto, expido la presente primera dopia para la parte interesada, en cuatro folios, ql presente | los tres posteriores, correlativos en drden y de 🚺 misma serio. En PALMA DE MALLORCA el mismo dia de su otorgamiento. DOY FE. -----ARANCEL NOTARIAL DERECTOS DEVENGADOS Arancel aplicable, números 1, 4, № 8°.
DOCUMENTO SIN CULNITÍA. TOTAL 43,27 € (Impuestos excluidos)



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